

SERFF Tracking Number:	PRTB-125270422	State:	Arkansas
Filing Company:	Lyndon Property Insurance Company	State Tracking Number:	AR-PC-07-025891
Company Tracking Number:			
TOI:	33.0 Other Lines of Business	Sub-TOI:	33.0004 Service Contracts
Product Name:	WG GMAC 2007		
Project Name/Number:	WG GMAC 2007/WG GMAC 2007		

## Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: WG GMAC 2007

TOI: 33.0 Other Lines of Business

Sub-TOI: 33.0004 Service Contracts

Filing Type: Form

SERFF Tr Num: PRTB-125270422

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Angela Prater

Date Submitted: 08/24/2007

State: Arkansas

State Tr Num: AR-PC-07-025891

State Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Disposition Date: 08/27/2007

Disposition Status: Approved

Effective Date (New): 09/24/2007

Effective Date (Renewal):

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal):

## General Information

Project Name: WG GMAC 2007

Project Number: WG GMAC 2007

Reference Organization:

Reference Title:

Filing Status Changed: 08/27/2007

State Status Changed: 08/24/2007

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Not Filed

Domicile Status Comments: Service Contracts not required to be filed in state of domicile.

Reference Number:

Advisory Org. Circular:

Deemer Date:

We are submitting the above captioned new forms for your review and approval. This is a new filing and does not replace anything currently filed with your department.

## Company and Contact

### Filing Contact Information

Angela Prater,  
14755 N. Outer Forty  
St. Louis, MO 63017

Angela.Prater@protective.com  
(800) 950-6060 [Phone]  
(636) 536-5990[FAX]

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**Filing Company Information**

Lyndon Property Insurance Company	CoCode: 35769	State of Domicile: Missouri
14755 N. Outer Forty Road	Group Code: 458	Company Type:
Suite 400		
St. Louis, MO 63017	Group Name:	State ID Number:
(800) 950-6060 ext. [Phone]	FEIN Number: 43-1139865	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3001365	\$50.00	08/16/2007

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Alexa Grissom	08/27/2007	08/27/2007

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## **Disposition**

Disposition Date: 08/27/2007  
Effective Date (New): 09/24/2007  
Effective Date (Renewal):  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Vehicle Increased Protection Plan (VIP)	Approved	Yes
Form	Gold Plus/Platinum Wrap Plan	Approved	Yes
Form	Select New Vehicle/Extended Eligibility	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Vehicle Increased Protection Plan (VIP)	PLC-710	08/07	Policy/Coverage New Form		0.00	PLC-710 VIP 1-07 T&W only (8.06.07).pdf
Approved	Gold Plus/Platinum Wrap Plan	PLC-711	01/07	Policy/Coverage New Form		0.00	PLC-711 1-07 WRAP (8.06.07).pdf
Approved	Select New Vehicle/Extended Eligibility	PLC-712	11/06	Policy/Coverage New Form		0.00	PLC-712 _11.06_ NEW_T&W only _8.06.07.pdf



Western General Dealer Services, Inc.  
In CO, IA, IL, PA and TN: WG Dealer Services  
In FL and OK: Western General Warranty Corporation (License #60078)  
In LA, WA and WI: Protective Administrative Services, Inc.  
P.O.Box 4493, Woodland Hills, CA 91365 (800)242-9442

VEHICLE INCREASED PROTECTION PLAN (VIP)  
MECHANICAL BREAKDOWN SERVICE CONTRACT  
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY

Protective  
Lyndon Property Insurance Company  
14755 N. Outer Forty Rd., Ste 400  
St. Louis, MO 63017

DECLARATIONS

P U R C H A S E R  D E A L E R  V E H I C L E  L E N D E R	SERVICE CONTRACT NO. <b>2027 -</b>		S E R V I C E  C O N T R A C T  I N F O R M A T I O N	EFFECTIVE DATE (PURCHASE DATE)	
	SERVICE CONTRACT PURCHASER/HOLDER			CONTRACT Term/Mileage:  _____ Months      _____,000 Miles * <small>* Platinum and Gold Plus coverages do not qualify for unlimited mileage terms.</small>	
	STREET ADDRESS			VEHICLE PLAN <input type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED <input type="checkbox"/> PRE-OWNED with Seals and Gaskets (up to 75,000 Miles)	
	CITY, STATE, ZIP			COVERAGE PLAN <input type="checkbox"/> BRONZE (1-3) <input type="checkbox"/> GOLD (1-22) <input type="checkbox"/> SILVER (1-10) <input type="checkbox"/> GOLD PLUS (1-23) <input type="checkbox"/> PLATINUM	
	PHONE NUMBER                      E-MAIL ADDRESS			\$100 STANDARD DEDUCTIBLE (Unless optionally checked below) <input type="checkbox"/> \$ 0 <input type="checkbox"/> \$ 50 <input type="checkbox"/> \$200 <input type="checkbox"/> DISAPPEARING	
	ISSUING DEALER			STANDARD SURCHARGES <input type="checkbox"/> Turbo/Supercharged <input type="checkbox"/> Dual Wheel <input type="checkbox"/> 4WD / AWD <input type="checkbox"/> Diesel <input type="checkbox"/> Light Commercial <input type="checkbox"/> Lift Kit  OPTIONAL COVERAGE <input type="checkbox"/> TIRE & WHEEL ROAD HAZARD  OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 5 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.	
	STREET ADDRESS				
	CITY, STATE, ZIP                      DEALER PHONE NUMBER				
	YEAR                      MAKE                      MODEL				
	VIN # (17 CHARACTERS)				
VEHICLE PURCHASE PRICE \$		ODOMETER			
LIENHOLDER (Must be completed)				SERVICE CONTRACT PRICE \$	
ADDRESS					

**YOUR RESPONSIBILITIES - IN ORDER TO KEEP THIS SERVICE CONTRACT VALID,** service and maintain Your Vehicle as recommended by the Manufacturer within 30 days or 1,000 miles of the schedule required by the Manufacturer. Verifiable receipts and work orders from a licensed repair facility showing date(s), mileage and the service(s) performed must be kept and may be required to establish coverage. You may perform required servicing yourself, provided You maintain a contemporaneous maintenance log and keep all receipts for parts. In Washington, the implied warranty of merchantability on the motor Vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, “HOW TO MAKE A CLAIM”. I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable State Changes Page) including: (1) “COVERED PARTS”; (2) “WHAT IS NOT COVERED AND NON COVERED PARTS”; (3) term and mileage limitations; (4) the Arbitration Agreement; and (5) my right to a refund, and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Issuing Dealer's Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

OPTIONAL COVERAGE  
(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 75,000 MILES AT TIME OF SALE)

**1. TIRE & WHEEL ROAD HAZARD COVERAGE:** This coverage provides **Vehicle** tire repair or replacement when damaged by a Road Hazard, including conditional **Vehicle** wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

**TIRE Coverage Limit:** For the term of **Your Service Contract**, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the **Service Contract**. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the **Issuing Dealer** - where the tire benefit will be based on the average retail tire value, as determined by **Us**, for the replacement of the covered **Vehicle** tire with one of “like kind and quality.” If the replacement tire is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

**WHEEL Coverage Limit:** For the term of the **Service Contract**, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by **Us**, for the covered **Vehicle** wheel with one of “like kind and quality.” If the replacement wheel is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the **Service Contract** shall not exceed **\$2500**. Benefits are limited to the original set of tires and wheels on the **Vehicle** at the time of purchase and/or any documented new replacement tires purchased for the **Vehicle** during the term of the **Service Contract**.

PLAN BENEFITS

**Alternate Transportation (Rental) AUTOMATIC RENTAL BENEFIT ON ALL COVERED CLAIMS.** (Not available for Optional Tire & Wheel Road Hazard claims). In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses (excluding fuel, collision damage waiver and optional insurance charges), for a Vehicle rental from a rental agency or dealer, on the basis of \$30 per day up to \$180 for each repair visit. In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses for up to an additional four (4) days for parts back order and inspection delays at \$30 per day. One day rental allowed for every 8 hours, or fraction thereof, of mechanical labor performed.

**Trip Interruption** - In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed up to \$150 per day for up to three (3) days for meals and lodging when the covered Mechanical Breakdown occurs more than 50 miles from Your residence. Benefits are per Mechanical Breakdown and You must remain overnight for Your lodging and meals between the date of the Mechanical Breakdown and the date the repairs are completed. You must provide to Us valid lodging and meal receipts in order to be reimbursed.

**Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371** - If Your Vehicle is in need of non-accident related Roadside Assistance, You must call the toll-free number listed above for service. For the term of this Service Contract, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance
2. Jump Starts
3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra
5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.



**Bronze Coverage (Component Groups 1 - 3) - ANY PART NOT LISTED BELOW IS NOT COVERED**

- 1. **Engine:** All internally lubricated parts contained within the engine block, cylinder head(s) or rotary engine housing(s); oil pump; timing belt or chain, timing gears and timing tensioners; water pump. Engine block, cylinder head(s), cylinder barrels. **(Seals and Gaskets - New Vehicle Plans ONLY)**
- 2. **Automatic/Standard Transmission and Transfer Case:** All internally lubricated parts contained within the transmission case, torque converter case or transfer case. Transmission case, torque converter case, transfer case and external cover(s) and pan(s) **if damaged by the failure of an internally lubricated part. Coverage is not afforded for standard transmission clutch assemblies, or any of their component parts. (Seals and Gaskets-New Vehicle Plans ONLY)**
- 3. **Front and Rear Drive Axle:** All internally lubricated parts contained within the drive axle housings. Drive axle housing **if damaged by the failure of an internally lubricated part.** Drive shaft(s); hub assembly and bearing(s); constant velocity joints; universal joints. **(Seals and Gaskets- New Vehicle Plans ONLY).**

Seals and Gaskets Coverage as shown above for New Vehicle Plans, is available for Pre-Owned Plans if selected on Page 1.

**Silver Coverage (Component Groups 1-10) - ANY PART NOT LISTED BELOW IS NOT COVERED**

- 4. **Front and Rear Suspension:** Upper and lower control arms, shafts and bearings or bushings; upper and lower ball joints; king pins and bushings; spindle and spindle support; MacPherson struts; torsion bars and bushings; wheel bearings; leaf springs, shackles and bushings; coil springs; stabilizer bar, linkage and bushings. **(Seals and Gaskets- New Vehicle Plans ONLY)**
- 5. **Brakes:** Master cylinder; vacuum assist booster; diesel vacuum assist booster pump; hydraulic lines and fittings; wheel cylinders; calipers; **(excluding all ABS brake components).**
- 6. **Steering:** Power steering pump; steering box; rack and pinion. **(Seals and Gaskets- New Vehicle Plans ONLY)**
- 7. **Air Conditioning:** Compressor; condenser; compressor clutch, field coil and clutch pulley; idler pulley and bearing; evaporator; blower motor and fan. **(Seals and Gaskets- New Vehicle Plans ONLY)**
- 8. **Fuel:** Mechanical and electrical fuel pumps **(excluding fuel injection pumps).** **(Seals and Gaskets - New Vehicle Plans ONLY)**
- 9. **Electrical:** Alternator; voltage regulator; starter motor; starter motor solenoid.
- 10. **Taxes and Fluids:** Will be covered when required in conjunction with a covered repair.

Seals and Gaskets Coverage as shown above for New Vehicle Plans is available for Pre-Owned Plans if selected on Page 1.

**Gold Coverage (Component Groups 1-22) - ANY PART NOT LISTED BELOW IS NOT COVERED**

- 11. **Engine:** Harmonic balancer; flywheel; intake and exhaust manifolds; engine mounts; valve covers; oil pan; seals and gaskets. Timing belt or chain and cover, dipstick and dipstick tube.
- 12. **Automatic/Standard Transmission and Transfer Case:** Transmission mount(s); vacuum modulator; filler tube and dipstick; flex plate; internal electronic control unit; overdrive unit; seals and gaskets. **Coverage is not afforded for standard transmission clutch assemblies or any of their component parts.**
- 13. **Front and Rear Drive Axle:** Seals and gaskets.
- 14. **Front and Rear Suspension:** Compressor; seals and gaskets.
- 15. **Steering:** Steering shaft and couplings; idler arm; tie rods, tie rod ends; pitman arm; center and drag link; cooler and cooler lines; pressure control valve; seals and gaskets.
- 16. **Brakes:** Pressure-differential, metering, proportioning and combination valves; brake pedal assembly; parking brake lever; **(excluding all ABS brake components).**
- 17. **Electrical:** Front and rear window wiper motor; windshield wiper delay module; washer pumps; power antenna motor; distributor; dash and engine main wiring harness; spark control sensor; electronic ignition module; turn signal switch; horn switch and horns; rear window defogger; power trunk motor, trunk release switch and trunk release solenoid; headlamp switch, manually operated switches for all parts listed in this component group.
- 18. **Air Conditioning:** Receiver-dryer/accumulator; air ducts; expansion valve/orifice tube; suction throttling/POA valve and tube; air conditioning control panel and control module; seals and gaskets.
- 19. **Cooling:** Radiator, radiator brackets; fan, fan clutch; electric fan motor; fan relay; fan shroud; idler pulley/belt tensioner and bearing; coolant recovery tank.
- 20. **Interior and Exterior:** Hood/trunk/hatch hinges, latches, gas cylinders and springs; door handles and hinges; seat tracks; glove box lock; ash tray assembly; shift lever.
- 21. **Fuel:** Fuel injector pump; fuel distributor; fuel lines and fittings; fuel pressure regulator; fuel injectors; fuel sending unit; fuel tank; fuel injection sensors and air flow sensors; electronic fuel injection computer control module; seals and gaskets.
- 22. **Turbocharger/Supercharger:** Turbocharger/Supercharger housings and all internal parts; waste gate; intercooler. Seals and gaskets.

**Gold Plus Coverage (Component Groups 1 - 23) - ANY PART NOT LISTED BELOW IS NOT COVERED**

- 23. **Hi-Tech Coverage:** ABS brake systems and electronics, hydraulic control unit; all safety air bags and sensors; seat belt fasteners, seat belt/restraint system motor and servo; retractable child seats; door locks; child safe door locks; automatic and central door locking systems; window disabling system; traction control systems; electronic modulated suspension; bumper absorbers; automatic roll bar system. Illuminated keyless entry; remote and electronic entrance device; factory installed anti-theft devices; map lights and compartment lighting; factory installed ignition fault device. Centering lock spring and phase control; tilt/telescoping steering assembly; steering dampener; four-wheel steering output shaft/rod, variable assist power steering computer. Electronic level control module; height sensor; electronic (L.E.D.) driver display and control module. Speed/Cruise Control module and servo; convertible top motor; sunroof motor; power seat computer; computer dash circuit boards and dash gauges; computer dash module; power window motors; window regulator; power mirror motor; rear compartment air conditioning control panel; automatic day/night mirrors; heated seats; illuminated visor vanity; trip odometer; engine block heater; thermometer; manually operated switches for all the parts listed under “Hi-Tech Coverage”.

**Platinum Coverage**

Platinum coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered Vehicle **except those items under "WHAT IS NOT COVERED and NON COVERED PARTS".**

GENERAL PROVISIONS

Definitions -

**Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.  
**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.  
**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.  
**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine, this **Service Contract** is between **You** and the Issuing Dealer. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).  
**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.  
**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page  
**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations Page.  
**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine, **We, US, or Our** means the **Issuing Dealer**.  
**You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

**Deductible - Your deductible** is \$100 or as optionally selected in the Declarations section. **Your Deductible** will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. If the optional Disappearing Deductible has been selected (available only for New **Vehicle** Plans), no deductible will be charged for a covered **Mechanical Breakdown** which is completed by the **Issuing Dealer** listed in the Declarations section. If **You** selected the Disappearing Deductible and the covered **Mechanical Breakdown** is NOT completed by the **Issuing Dealer** listed in the Declarations section, **Your deductible** will be the standard \$100 per repair visit, or as optionally selected. No deductible will be applied to Alternate Transportation, or Trip Interruption Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard or Roadside Assistance benefits.  
**Manufacturer's Deductible Reimbursement -** In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

**Lifetime Deductible Guarantee -** In the event **You** incur a second failure to the same covered part during the lifetime of this **Service Contract**, **You** will not be charged a second or any subsequent deductible for the same covered part.

**Payment for Covered Repairs -** In the event of a **Mechanical Breakdown** of a covered part (based on the Coverage Plan Selected in the Declarations section, **We** under this **Service Contract** will at **Our** option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your deductible**, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. **Repairs and/or replacements will be made with parts of like kind and quality. The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

**Light Commercial Use** vehicles are covered only if the Light Commercial surcharge is selected in the **Declarations section** and applies to passenger vehicles, light duty trucks and vans, rated 1 (one) ton or less, that are used primarily for business travel, light pick up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, with usage that does not exceed manufacturer's ratings and/or limitations.

**Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.**

**Transfer - This Service Contract is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the Vehicle to while this Service Contract is still in force. To transfer You must give Us a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by Us) within 30 days of sale of the Vehicle, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.**

**Service Contract Territory - This Service Contract applies to a Mechanical Breakdown or failure occurring only within the United States and Canada.**

**Term and Mileage Expiration - NEW VEHICLE PLANS:** This **Service Contract** is effective on the Effective Date at 12:01 a.m. and expires based on either elapsed time from the Effective Date at 12:01 a.m., or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first. A portion of the term of this **Service Contract** may run concurrent with the Manufacturer's Warranty. **PRE-OWNED VEHICLE PLANS:** This **Service Contract** is effective on the Effective Date at 12:01 a.m., based on the Odometer Reading at the Effective Date and expires in accordance with the Term/Mileage selected on the declaration page by time or mileage whichever occurs first.

**Right to Recover -** If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

**No Benefit to Bailee -** This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

**Arbitration Agreement -** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered Mechanical Breakdown under the terms of this Service Contract and such liability is expressly excluded. This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The liability for any Mechanical Breakdown shall not exceed the actual cash value of the Vehicle at the time of a Mechanical Breakdown. The total of all benefits paid or payable during the term of this Service Contract shall not exceed the Vehicle purchase price.**



WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); (9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract); (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on the Declaration page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD COVERAGE IS SELECTED AS SHOWN ON THE DECLARATION PAGE, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer’s warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer’s vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or “space saver” style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if your vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle - unless your vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of your vehicle whether or not related.

HOW TO MAKE A CLAIM

- CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.
- CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.
- AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.
- It is a condition for coverage that **BEFORE ANY REPAIR** or replacement is made, You (or the chosen Repair Facility) **MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.
- A. In the event of a claim for Tire & Wheel Road Hazard, You MUST follow this procedure:**
- 1. Return Your Vehicle and/or the tire to the Issuing Dealer and present a copy of this Service Contract.
  - 2. In the event You cannot return Your Vehicle to the Issuing Dealer, You must contact the Claims Service to direct You to a service company equipped to complete a covered repair.
- B. In the event of a Mechanical Breakdown, You MUST follow this procedure:**
- 1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
  - 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
  - 3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section.)
  - 4. Pay the applicable deductible and any other non-covered charges.
- C. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
  - 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
  - 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
  - 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
  - 5. If Claims Service re-opens before repairs to Your Vehicle are completed, You **MUST IMMEDIATELY** contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATECHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

**ALABAMA:** The Refunds provision is amended by revising the processing fee to \$25.00  
The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.  
The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.  
The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.  
The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.  
Under "WHAT IS NOT COVERED AND NON-COVERED PARTS,"  
Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;  
Exclusion #9 is deleted in its entirety.  
Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.  
The last sentence of the Notice provision is deleted and replaced with the following:  
**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days.

**ARKANSAS - NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.  
The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.  
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.  
The refund section is deleted and replaced with the following:  
Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of the **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.  
This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased the **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on the **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.  
Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.  
The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is : Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W821-0207.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.  
The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.  
The following is added to Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.  
The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:  
Used VEHICLES with a sale price of \$3,000 but less than \$5,000:  
Provides coverage for 30 days or 1,500 miles, whichever comes first.  
Used VEHICLES with a sale price of \$5,000 or more:  
Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for the **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Service Contract** apply only to the **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA - In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.**  
If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.  
Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.  
The "Refunds" Section is deleted and replaced with the following:  
**Refunds**  
Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear we agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Within the first 60 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of the **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.  
If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.  
After the **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of the **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.  
The Transfer provision is amended by revising the transfer fee to \$40.00.  
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for Arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.



STATE CHANGES (CONTINUED)

**GEORGIA:** The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to Us along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide Us with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by Us. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under “What Is Not Covered and Non-Covered Parts”,

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under the Service Contract must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to Us; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited with 45 days after the return of this **Service Contract**.

The following language is added to the Service Contract: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO - NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Refunds provision amended by revising the processing fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.

**INDIANA:** **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor Vehicle Service Contracts Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, (515) 281-4441.

**KANSAS:** The Roadside Assistance coverage is not available in Kansas.

**KENTUCKY:** The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kentucky. Alternate Transportation, Towing, and Trip Interruption are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

**LOUISIANA:** The Refunds provision is deleted and replaced with the following:

**Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.**

**MASSACHUSETTS - NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under “WHAT IS NOT COVERED AND NON-COVERED PARTS,” the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA - MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor Vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor Vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered an non-covered parts provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: “(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants.”

Exclusions # 9, 16 and 19 are deleted.

The phrases“...but not limited to...” and “...such as...” are deleted wherever they appear in the **Service Contract**.

**MISSISSIPPI:** The Arbitration provisions are voluntary and non-binding.

**NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS SERVICE CONTRACT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.**

The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact Us for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

**NEW MEXICO:** The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing

STATECHANGES(CONTINUED)

the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a refund equal to 90% of pro-rata method (100% if We cancel) will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

**RHODE ISLAND:** The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Refunds provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to Service Contracts.

**VERMONT:** The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**WASHINGTON:** The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. We may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this Service Contract.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to Your permanent address. The State of Washington is the jurisdiction of any civil action in connection with the Service Contract. The Commissioner is Our attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: Our obligations and promises contained within the Service Contract are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. You may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

**WISCONSIN** - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.**

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

**WYOMING:** The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been

or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: Our obligations under this Service Contract are backed by Our full faith and credit.

The "Arbitration Agreement" section is deleted and replaced with the following: Any controversy or claim arising out of relating to this Service Contract or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.





Western General Dealer Services, Inc.  
In CO, IA, IL, PA and TN: WG Dealer Services  
In FL and OK: Western General Warranty Corporation (License #60078)  
In LA, WA and WI: Protective Administrative Services, Inc.  
P.O.Box 4493, Woodland Hills, CA 91365 (800) 242-9442

GOLD PLUS/PLATINUM WRAP PLAN  
MECHANICAL BREAKDOWN SERVICE CONTRACT  
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.



Lyndon Property Insurance Company  
14755 N. Outer Forty Rd., Ste 400  
St. Louis, MO 63017

DECLARATIONS

P U R C H A S E R	SERVICE CONTRACT NO. <b>2037 -</b>	S E R V I C E  C O N T R A C T  I N F O R M A T I O N	EFFECTIVE DATE (ORIGINAL IN-SERVICE DATE)	
	SERVICE CONTRACT PURCHASER/HOLDER		CONTRACT Term/Mileage:  _____ Months      _____,000 Miles *	
D E A L E R	STREET ADDRESS	C O N T R A C T  I N F O R M A T I O N	VEHICLE PLAN <input type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED CERTIFIED VEHICLES	
	CITY, STATE, ZIP		COVERAGE PLAN  <input type="checkbox"/> GOLD PLUS WRAP  <input type="checkbox"/> PLATINUM WRAP	
	PHONE NUMBER      E-MAIL ADDRESS		\$100 STANDARD DEDUCTIBLE (Unless optionally checked below) <input type="checkbox"/> \$ 0 <input type="checkbox"/> \$ 50 <input type="checkbox"/> \$200 <input type="checkbox"/> DISAPPEARING	
V E H I C L E	ISSUING DEALER	I N F O R M A T I O N	STANDARD SURCHARGES  <input type="checkbox"/> Turbo/Supercharged  <input type="checkbox"/> Dual Wheel  <input type="checkbox"/> 4WD / AWD  <input type="checkbox"/> Diesel  <input type="checkbox"/> Light Commercial  <input type="checkbox"/> Lift Kit	
	STREET ADDRESS			OPTIONAL COVERAGE  <input type="checkbox"/> TIRE & WHEEL ROAD HAZARD  OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 5 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.
	CITY, STATE, ZIP      DEALER PHONE NUMBER			
L I E N D E R	YEAR      MAKE      MODEL	I N F O R M A T I O N	SERVICE CONTRACT PRICE \$	
	VIN # (17 CHARACTERS)			
	VEHICLE PURCHASE PRICE \$      ODOMETER			
L I E N D E R	LIENHOLDER (Must be completed)	I N F O R M A T I O N		
	ADDRESS			

**YOUR RESPONSIBILITIES - IN ORDER TO KEEP THIS SERVICE CONTRACT VALID,** service and maintain Your Vehicle as recommended by the Manufacturer within 30 days or 1,000 miles of the schedule required by the Manufacturer. Verifiable receipts and work orders from a licensed repair facility showing date(s), mileage and the service(s) performed must be kept and may be required to establish coverage. You may perform required servicing yourself, provided You maintain a contemporaneous maintenance log and keep all receipts for parts. In Washington, the implied warranty of merchantability on the motor Vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, “HOW TO MAKE A CLAIM”. I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable State Changes Page) including: (1) “COVERED PARTS”; (2) “WHAT IS NOT COVERED AND NON COVERED PARTS”; (3) term and mileage limitations; (4) the Arbitration Agreement; and (5) my right to a refund, and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

Issuing Dealer's Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

OPTIONAL COVERAGE  
(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 75,000 MILES AT TIME OF SALE)

**1. TIRE & WHEEL ROAD HAZARD COVERAGE:** This coverage provides **Vehicle** tire repair or replacement when damaged by a Road Hazard, including conditional **Vehicle** wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

**TIRE Coverage Limit:** For the term of **Your Service Contract**, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the **Service Contract**. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the **Issuing Dealer** - where the tire benefit will be based on the average retail tire value, as determined by **Us**, for the replacement of the covered **Vehicle** tire with one of “like kind and quality.” If the replacement tire is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

**WHEEL Coverage Limit:** For the term of the **Service Contract**, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by **Us**, for the covered **Vehicle** wheel with one of “like kind and quality.” If the replacement wheel is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the **Service Contract** shall not exceed **\$2500**. Benefits are limited to the original set of tires and wheels on the **Vehicle** at the time of purchase and/or any documented new replacement tires purchased for the **Vehicle** during the term of the **Service Contract**.

PLAN BENEFITS

**Alternate Transportation (Rental) AUTOMATIC RENTAL BENEFIT ON ALL COVERED CLAIMS.** (Not available for Optional Tire & Wheel Road Hazard claims) In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses (excluding fuel, collision damage waiver and optional insurance charges), for a Vehicle rental from a rental agency or dealer, on the basis of \$30 per day up to \$180 for each repair visit. In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses for up to an additional four (4) days for parts back order and inspection delays at \$30 per day. One day rental allowed for every 8 hours, or fraction thereof, of mechanical labor performed.

**Trip Interruption -** In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed up to \$150 per day for up to three (3) days for meals and lodging when the covered Mechanical Breakdown occurs more than 50 miles from Your residence. Benefits are per Mechanical Breakdown and You must remain overnight for Your lodging and meals between the date of the Mechanical Breakdown and the date the repairs are completed. You must provide to Us valid lodging and meal receipts in order to be reimbursed.

**Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 -** If Your Vehicle is in need of non-accident related Roadside Assistance, You must call the toll-free number listed above for service. For the term of this Service Contract, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance

4. Vehicle Fluid Delivery - cost of fluids extra

6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

2. Jump Starts

5. Lock-out Assistance - key cuts/replacement extra

3. Flat Tire Changes (with customer's inflated spare)

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.



COVERED PARTS BASED ON COVERAGE PLAN SELECTED IN THE DECLARATIONS SECTION

Gold Plus Wrap Coverage

ANY PART NOT LISTED BELOW IS NOT COVERED

ENGINE, TURBOCHARGER, SUPERCHARGER, TRANSMISSION, TRANSFER CASE, FRONT/REAR WHEEL DRIVE AXLES, AND SEALS AND GASKETS FOR ALL OF THESE COMPONENT GROUPS, ARE NOT COVERED.

- ◆ **Front and Rear Suspension:** Upper and lower control arms, shafts and bearings or bushings; upper and lower ball joints; king pins and bushings; spindle and spindle support; MacPherson struts; torsion bars and bushings; wheel bearings; leaf springs, shackles and bushings; coil springs; stabilizer bar, linkage and bushings; compressor; seals and gaskets.
- ◆ **Steering:** Power steering pump; steering box; rack and pinion. Steering shaft and couplings; idler arm; tie rods, tie rod ends; pitman arm; center and drag link; cooler and cooler lines, pressure control valve; seals and gaskets.
- ◆ **Brakes:** Master cylinder; vacuum assist booster; diesel vacuum assist booster pump; hydraulic lines and fittings; wheel cylinders; calipers; pressure-differential, metering, proportional and combination valves; brake pedal assembly; parking brake lever.
- ◆ **Electrical:** Alternator; voltage regulator; starter motor; starter motor solenoid; front and rear window wiper motor; windshield wiper delay module; washer pumps, power antenna motor; distributor; dash and engine main wiring harness; spark control sensor; electronic ignition module; turn signal switch; horn switch and horns; rear window defogger; power trunk motor, trunk release switch and trunk release solenoid, headlamp switch, manually operated switches for all parts listed in this component group.
- ◆ **Air Conditioning:** Compressor; condenser; compressor clutch, field coil and clutch pulley; idler pulley and bearing; evaporator; blower motor and fan; receiver-dryer/accumulator; air ducts; expansion valve/orifice tube; suction throttling/POA valve and tube; air conditioning control panel and control module; seals and gaskets.
- ◆ **Cooling:** Radiator, radiator brackets; fan, fan clutch; electric fan motor; fan relay; fan shroud; idler pulley/belt tensioner and bearing; coolant recovery tank.
- ◆ **Interior and Exterior:** Hood/trunk/hatch hinges, latches, gas cylinders and springs; door handles and hinges; seat tracks; glove box lock; ash tray assembly; shift lever.
- ◆ **Fuel:** Mechanical and electrical fuel pumps; fuel injector pump; fuel distributor; fuel lines and fittings; fuel pressure regulator; fuel sending unit; fuel injectors; fuel tank; fuel injection sensors and air flow sensors; electronic fuel injection computer control module; seals and gaskets.
- ◆ **Hi-Tech Coverage:** ABS brake systems and electronics, hydraulic control unit; all safety air bags and sensors; seat belt fasteners, seat belt/restraint system motor and servo; retractable child seats; door locks; child safe door locks; automatic and central door locking systems; window disabling system; traction control systems; electronic modulated suspension; bumper absorbers; automatic roll bar system. Illuminated keyless entry; remote and electronic entrance device; factory installed anti-theft devices; map lights and compartment lighting; factory installed ignition fault device. Centering lock spring and phase control; tilt/telescoping steering assembly; steering dampener; four-wheel steering output shaft/rod, variable assist power steering computer. Electronic level control module; height sensor; electronic (L.E.D.) driver display and control module. Speed/Cruise Control module and servo; convertible top motor; sunroof motor; power seat computer; computer dash circuit boards and dash gauges; computer dash module; power window motors; window regulator; power mirror motor; rear compartment air conditioning control panel; automatic day/night mirrors; heated seats; illuminated visor vanity; trip odometer; engine block heater; thermometer; manually operated switches for all the parts listed under "Hi-Tech Coverage".
- ◆ **Taxes and Fluids:** Will be covered when required in conjunction with a covered repair.

Platinum Wrap Coverage

Platinum Wrap coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered **Vehicle except parts in the Engine, Turbocharger/Supercharger, Transmission, Transfer Case, Front/Rear Wheel Drive Axles, and Seals and Gaskets for those component groups. Platinum Wrap Coverage also excludes items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown on Page 4.**

GENERAL PROVISIONS

Definitions -

**Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.

**Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

**Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified on the Declaration Page.

**Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the Issuing Dealer. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

**Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.

**Service Contract:** means this **Service Contract** and **Your** completed Declarations Page

**Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations Page.

**We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.

**You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

**Deductible - Your deductible** is \$100 or as optionally selected in the Declarations section. **Your Deductible** will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. If the optional Disappearing Deductible has been selected (available only for New **Vehicle** Plans), no deductible will be charged for a covered **Mechanical Breakdown** which is completed by the **Issuing Dealer** listed on the declaration page. If **You** selected the Disappearing Deductible and the covered **Mechanical Breakdown** is NOT completed by the **Issuing Dealer** listed in the Declarations section, **Your** deductible will be the standard \$100 per repair visit, or as optionally selected. No deductible will be applied to Alternate Transportation, or Trip Interruption Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard or Roadside Assistance benefits.

**Manufacturer's Deductible Reimbursement -** In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

**Lifetime Deductible Guarantee -** In the event **You** incur a second failure to the same covered part during the lifetime of this **Service Contract**, **You** will not be charged a second or any subsequent deductible for the same covered part.

**Payment for Covered Repairs -** In the event of a **Mechanical Breakdown** of a covered part (based on the Coverage Plan Selected in the Declarations section, **We** under this **Service Contract** will at **Our** option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. **Repairs and/or replacements will be made with parts of like kind and quality. The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

**Light Commercial Use** vehicles are covered only if the Light Commercial surcharge is selected in the **Declarations section** and applies to passenger vehicles, light duty trucks and vans, rated 1 (one) ton or less, that are used primarily for business travel, light pick up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, with usage that does not exceed manufacturer's ratings and/or limitations.

**Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.**

**Transfer - This Service Contract is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the Vehicle to while this Service Contract is still in force. To transfer You must give Us a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the Us) within 30 days of sale of the Vehicle, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.**

**Service Contract Territory - This Service Contract applies to a Mechanical Breakdown or failure occurring only within the United States and Canada.**

**Term and Mileage Expiration - NEW VEHICLE PLANS:** This **Service Contract** is effective on the Effective Date at 12:01 a.m. and expires based on either elapsed time from the Effective Date at 12:01 a.m., or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first. A portion of the term of this **Service Contract** may run concurrent with the Manufacturer's Warranty. **PRE-OWNED VEHICLE PLANS:** This **Service Contract** is effective on the Effective Date at 12:01 a.m., based on the Odometer Reading at the Effective Date and expires in accordance with the Term/Mileage selected on the declaration page by time or mileage whichever occurs first.

**Right to Recover -** If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to the **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

**No Benefit to Bailee -** This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

**Arbitration Agreement -** In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered Mechanical Breakdown under the terms of this Service Contract and such liability is expressly excluded. This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The liability for any Mechanical Breakdown shall not exceed the actual cash value of the Vehicle at the time of a Mechanical Breakdown. The total of all benefits paid or payable during the term of this Service Contract shall not exceed the Vehicle purchase price.**

WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, after the purchase of the Vehicle), so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on page 1; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires (except if optionally selected on Page 1), trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD COVERAGE IS SELECTED AS SHOWN ON PAGE 1, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer’s warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer’s vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or “space saver” style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if your vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle - unless your vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of your vehicle whether or not related.

HOW TO MAKE A CLAIM

- CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.
- CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.
- AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.
- It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.**
- A. In the event of a claim for Tire & Wheel Road Hazard, You MUST follow this procedure:**
- 1. Return Your Vehicle and/or the tire to the Issuing Dealer and present a copy of this Service Contract.
  - 2. In the event You cannot return your Vehicle to the Issuing Dealer, You must contact the Claims Service to direct you to a service company equipped to complete a covered repair.
- B. In the event of a Mechanical Breakdown, You MUST follow this procedure:**
- 1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
  - 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
  - 3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section.)
  - 4. Pay the applicable deductible and any other non-covered charges.
- C. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
  - 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
  - 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
  - 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
  - 5. If Claims Service re-opens before repairs to Your Vehicle are completed, You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

**Travel Guard Claim Payment Benefit** - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** You agree and understand that this Service Contract is NOT A POLICY OF INSURANCE. This Service Contract is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

**NOTICE:** The obligations and promises contained within this Service Contract are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within sixty (60) days the date proof of loss was filed. This “limited” Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the vehicle.

STATECHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

**ALABAMA:** The following is added to the Refunds provision: The processing fee is amended to \$25.00 and will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited with 45 days.

**ALASKA:** The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation. The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the "Refunds" section: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under“WHAT IS NOT COVERED AND NON-COVERED PARTS,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days.

**ARKANSAS - NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.

The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund section is deleted and replaced with the following: Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of the **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased the **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on the **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is : Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W821-0207.

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with the Obligor's resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000:

Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more:

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase the **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for the **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Service Contract** apply only to the **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA - In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.** If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida. The "Refunds" Section is deleted and replaced with the following:

**Refunds**

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of the **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After the **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of the **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

**GEORGIA:** The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service**

STATE CHANGES (CONTINUED)

**Contract, You** must: a. Mail this **Service Contract** to Us along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide Us with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by Us. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety. Under "What Is Not Covered and Non-Covered Parts", Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under the Service Contract must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to Us; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited with 45 days after the return of this **Service Contract**.

The following language is added to the Service Contract: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.  
Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.  
Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.  
The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO - NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Refunds provision amended by revising the processing fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.  
**INDIANA:** Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor Vehicle Service Contracts Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, (515) 281-4441.

**KANSAS:** The Roadside Assistance coverage is not available in Kansas.  
**KENTUCKY:** The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kentucky. Alternate Transportation, Towing, and Trip Interruption are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

**LOUISIANA:** The Refunds provision is deleted and replaced with the following:  
**Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.**

**MASSACHUSETTS - NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A fee will not be charged in Massachusetts.  
The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.  
The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS," the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA - MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor Vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor Vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.  
The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered a non-covered parts provision is amended as follows:  
Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;  
Exclusion #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Exclusions # 9, 16 and 19 are deleted.  
The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in the **Service Contract**.  
**MISSISSIPPI:** The Arbitration provisions are voluntary and non-binding.

**NEBRASKA:** THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS SERVICE CONTRACT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.

The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact Us for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

**NEW MEXICO:** The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.  
**OKLAHOMA - NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

STATECHANGES(CONTINUED)

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a refund equal to 90% of pro-rata method (100% if We cancel) will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

**RHODE ISLAND:** The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract:** In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Refunds provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to Service Contracts.

**VERMONT:** The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**WASHINGTON:** The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

**WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

**WYOMING -** The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You,

provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The “Arbitration Agreement” section is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.





SELECT

New Vehicle/Extended Eligibility Service Contract  
THIS SERVICE CONTRACT IS NOT AN INSUARNCCE POLICY.



Lyndon Property Insurance Company  
14755 N. Outer Forty Rd., Ste 400  
St. Louis, MO 63017

DECLARATIONS

CONTRACT HOLDER (CUSTOMER INFORMATION)

Service Contract Purchaser

Street Address

City, State Zip

Phone Number

COVERED VEHICLE

Year/Make/Model

VIN # (17 Characters)

Vehicle Purchase Price

\$

Service Contract Price

\$

Lienholder (Must be completed)

Address

CONTRACT NO.2927 -

Effective Date (Purchase Date)

CONTRACT Term/Mileage

Months0,000Miles

\$100 STANDARD DEDUCTIBLE (Unless optionally checked below)

☐ \$50 Deductible Option☐ \$0 Deductible Option

STANDARD SURCHARGES

OPTIONAL COVERAGE

☐ 4WD/AWD☐ Turbo/Super☐ Diesel☐ Domestic Trucks & Vans

☐ Light Commercial Use☐ Dual Wheel☐ Lift Kit

☐ Tire & Wheel Road Hazard

DEALERSHIP

Issuing Dealer

Street Address

City, State, Zip

**YOUR RESPONSIBILITIES - IN ORDER TO KEEP THIS SERVICE CONTRACT VALID**, service and maintain Your Vehicle as recommended by the Manufacturer within 30 days or 1,000 miles of the schedule required by the Manufacturer. Verifiable receipts and work orders from a licensed repair facility showing date(s), mileage and the service(s) performed must be kept and may be required to establish coverage. You may perform required servicing Yourself, provided You maintain a contemporaneous maintenance log and keep all receipts for parts. In Washington, the implied warranty of merchantability on the motor Vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, “HOW TO MAKE A CLAIM”. I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable State Changes Page) including: (1) “COVERED PARTS”; (2) “WHAT IS NOT COVERED” and “EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER”; (3) term and mileage limitations; (4) the Arbitration Agreement; and (5) my right to a refund, and I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature

Date

Issuing Dealer's Authorized Representative Signature

Date

OPTIONAL COVERAGE  
(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 60,000 MILES AT TIME OF SALE)

**1. TIRE & WHEEL ROAD HAZARD COVERAGE:** This coverage provides Vehicle tire repair or replacement when damaged by a Road Hazard, including conditional Vehicle wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

**TIRE Coverage Limit:** For the term of **Your Service Contract**, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the **Service Contract**. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the **Issuing Dealer** - where the tire benefit will be based on the average retail tire value, as determined by **Us**, for the replacement of the covered **Vehicle** tire with one of “like kind and quality.” If the replacement tire is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

**WHEEL Coverage Limit:** For the term of the **Service Contract**, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by **Us**, for the covered **Vehicle** wheel with one of “like kind and quality.” If the replacement wheel is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the **Service Contract** shall not exceed **\$2500**. Benefits are limited to the original set of tires and wheels on the **Vehicle** at the time of purchase and/or any documented new replacement tires purchased for the **Vehicle** during the term of the **Service Contract**.

OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 4 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.

COVERED PARTS

The coverage provided by this **Service Contract** supplements the new **Vehicle** warranty provided by the manufacturer to the original owner of the covered **Vehicle**. After the expiration of the new **Vehicle** warranty and before the expiration of this **Service Contract**, **We** will, upon payment of the deductible amount per visit selected on the front of this **Service Contract**, make any necessary repairs to the **Vehicle**, excepting any parts and Breakdowns listed under the sections of this **Service Contract** entitled “What Is Not Covered” and “Exclusions – What This **Vehicle Service Contract** Does Not Cover”.

PLAN BENEFITS

Rental reimbursement is based on labor time charged due to the repair(s). Rental will not be authorized until the repairs have been authorized by Us. One-day rental is allowed for parts delay, inspection of breakdown, and/or the first 8 hours or fraction thereof, of mechanical labor performed. An additional day of rental will be authorized for every additional 8 hours of labor time charged to do the repairs. TO RECEIVE RENTAL BENEFITS YOU MUST SUPPLY OBLIGOR WITH A RECEIPT FROM A LICENSED RENTAL AGENCY. The limit on this reimbursement is up to \$25 per day for up to 6 days per Mechanical Breakdown or series of Mechanical Breakdowns related in time or cause.



**Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371** - If **Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance

2. Jump Starts

3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra

5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

DEFINITIONS

- **Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.
- **Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.
- **Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.
- **Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).
- **Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.
- **Service Contract:** means this **Service Contract** and **Your** completed in the Declarations section.
- **Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations section.
- **We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.
- **You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

WHAT IS NOT COVERED

THE FOLLOWING ARE NOT COVERED BY THIS SERVICE CONTRACT: PAINT/CARPETING; FRAME OR STRUCTUAL SEPARATION; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; SHOCK ABSORBERS; TRIM; HOSES AND RUBBER PARTS; FIBERGLASS TOP; ANY REPOSITIONING, REFITTING OR REALIGNING; MOLDINGS; DISTRIBUTOR CAP/ROTOR; TIRES/WHEELS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); AIRBAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLES; ALL MAINTENANCE SERVICE AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS, PLUG WIRES, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, HOSES AND BELTS; BRIGHT METAL; LIGHT BULBS/HEADLIGHTS; EXHAUST SYSTEM; WEATHER STRIPPING; BODY PANELS; BRAKE ROTOR/DRUMS NORMAL FLUID/OIL LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC TOPS, SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL; BODY ADJUSTMENTS; BUTTONS, HANDLES, DOOR HINGES, GLASS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); SERVICE ADJUSTMENTS AND CLEANING.

EXCLUSIONS – WHAT THIS SERVICE CONTRACT DOES NOT COVER

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repair, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal, or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract)** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” in the Declarations section; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; glass (except front windshield if Optional Front Windshield coverage has been selected in the Declarations section), lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD COVERAGE IS SELECTED AS SHOWN ON PAGE 1, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer's warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer's Vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, Vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or “space saver” style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if Your Vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another Vehicle - unless Your Vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related.

LIGHT COMMERCIAL USE

A LIGHT COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE REGISTERED TO A BUSINESS AND/OR FOR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE HEREUNDER. TOW TRUCKS, SNOWPLOWS, TAXIS, AND POLICE VEHICLES ARE SPECIFICALLY EXCLUDED FROM COVERAGE HEREUNDER.

GENERAL PROVISIONS

**Deductible** - **Your** deductible is \$100 or as optionally selected in the Declarations section. **Your** Deductible will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. No deductible will be applied to Rental Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard coverage or Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

**Payment for Covered Repairs** - In the event of a **Mechanical Breakdown** of a covered part, **We** under this **Service Contract** will at its option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. Repairs and/or replacements will be made with parts of like kind and quality. **The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

**Service Contract Territory** - This **Service Contract** applies to a **Mechanical Breakdown** or failure occurring only within the United States and Canada.

**Term and Mileage Expiration** - This **Service Contract** is effective on the Effective Date at 12:01 a.m. and expires based on either elapsed time from the Effective Date at 12:01 a.m., or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first. A portion of the term of this **Service Contract** may run concurrent with the Manufacturer's Warranty.

**Right to Recover** - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to **Us** up to the amount paid. **No Benefit to Bailee** - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

**Arbitration Agreement** - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

**Limit of Liability** - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Mechanical Breakdown** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The liability for any **Mechanical Breakdown** shall not exceed the actual cash value of the **Vehicle** at the time of a **Mechanical Breakdown**. The total of all benefits paid or payable during the term of this **Service Contract** shall not exceed the **Vehicle** purchase price.

HOW TO TRANSFER, OR CANCEL AND RECEIVE A REFUND

**Transfer** - This **Service Contract** is transferable, one time only, to a Private Party Purchaser (the approved transferee) **You** sell the **Vehicle** to while this **Service Contract** is still in force. To transfer **You** must give **Us**, a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the **Us**) within 30 days of sale of the **Vehicle**, and provided **You** include with **Your** transfer request evidence that **You** have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

**Refunds** - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT SERVICE CONTRACT EXPIRES

**You** may request to purchase another **Service Contract** from the **Issuing Dealer** only if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1,000 miles prior to the expiration of the current **Service Contract**. 2) The **Vehicle** is made available for inspection at **Our** request. 3) The **Vehicle** must qualify for the terms of this **Service Contract** based on mileage and age of the **Vehicle** when the request for future coverage is made. 4) Service records may be requested. 5) Cost of the new **Service Contract** will be based on the current rates. 6) Any questions or to purchase a **Service Contract**, contact **Issuing Dealer**.

HOW TO MAKE A CLAIM

**CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.  
**CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.  
**AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, **You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the **Vehicle**.

- A. In the event of a claim for Tire & Wheel Road Hazard, **You MUST follow this procedure:**
  - 1. Return **Your Vehicle** and/or the tire to the **Issuing Dealer** and present a copy of this **Service Contract**.
  - 2. In the event **You** cannot return **Your Vehicle** to the **Issuing Dealer**, **You must contact the Claims Service to direct You to a service company equipped to complete a covered repair.**
- B. In the event of a **Mechanical Breakdown**, **You MUST follow this procedure:**
  - 1. **You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.**
  - 2. Return **Your Vehicle** to the **Issuing Dealer** or any licensed repair facility and present a copy of this **Service Contract**. Contact the **Claims Service** at the above number before repairs begin.
  - 3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section)
  - 4. Pay the applicable deductible and any other non-covered charges.

- C. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.**
  - 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.**
  - 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.**
  - 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.**
  - 5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.**

**Travel Guard Claim Payment Benefit** - In the event **You** are unable to return the **Vehicle** to **Your Issuing Dealer**, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

**NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to **Service Contract**.

**NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

**STATE CHANGES**

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

**ALABAMA:** The Refunds provision is amended by revising the processing fee to \$25.00

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

**ALASKA:** The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**ARIZONA:** The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

**You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days. Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance.

**ARKANSAS – NOTICE TO PURCHASER:** The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

**CALIFORNIA:** The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

**COLORADO:** This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W822-0307

**CONNECTICUT:** Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**FLORIDA:** In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The "Refunds" provision is deleted and replaced with the following:

**Refunds**  
Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

**GEORGIA:** The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

**HAWAII:** The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to **this Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**IDAHO – NOTICE TO PURCHASER:** The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS:** The Refunds provision amended by revising the processing fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

**INDIANA:** **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

**IOWA:** Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

**KANSAS:** The Roadside Assistance coverage is not available in Kansas.

**KENTUCKY:** The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kentucky. Rental reimbursement and Towing are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

**LOUISIANA:** The Refunds provision is deleted and replaced with the following:

**Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a**



**\$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.**

**MASSACHUSETTS: NOTICE TO PURCHASER:** The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A processing fee for cancellations will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under Exclusions – What this Service Contract does not cover the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

**MINNESOTA: MINNESOTA AMENDMENT:** Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The Exclusions – What this Service Contract does not cover provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Exclusions # 9, 16 and 19 are deleted.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

**MISSISSIPPI:** The Arbitration Agreement provision is voluntary and non-binding.

**NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS SERVICE CONTRACT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.**

**The Arbitration Agreement provision is deleted in its entirety and replaced with the following:** Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

**NEVADA:** The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, you will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by You in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after We mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to You within 60 days after the return of this **Service Contract**. If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

**NEW HAMPSHIRE:** The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

**NEW MEXICO:** The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

**NORTH CAROLINA:** The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

**OKLAHOMA: NOTICE TO PURCHASER:** This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a refund equal to 90% of pro-rata method (100% if We cancel) will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

**RHODE ISLAND:** The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

**TEXAS:** The following is added to the Refunds provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the

**Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

**UTAH:** Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section C.5 of "How to Make a Claim": **Your** failure to submit items C.1, C.2, and C.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

**VERMONT:** The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

**VIRGINIA - We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

**WASHINGTON:** The following is added to the Right to Recover provision: **We** are entitled to the recovery after **You** have been fully compensated for any loss by the other party.

The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

**WEST VIRGINIA:** The Arbitration Agreement provision is deleted and replaced with the following:

If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

**WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.**

The following is added to the How to Make a Claim provision:

**Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.**

**WYOMING:** The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

<i>SERFF Tracking Number:</i>	<i>PRTB-125270422</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lyndon Property Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025891</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>WG GMAC 2007</i>		
<i>Project Name/Number:</i>	<i>WG GMAC 2007/WG GMAC 2007</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number:	PRTB-125270422	State:	Arkansas
Filing Company:	Lyndon Property Insurance Company	State Tracking Number:	AR-PC-07-025891
Company Tracking Number:			
TOI:	33.0 Other Lines of Business	Sub-TOI:	33.0004 Service Contracts
Product Name:	WG GMAC 2007		
Project Name/Number:	WG GMAC 2007/WG GMAC 2007		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	08/27/2007
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**Comments:**

**Attachment:**

AR.Transmittal&FFS.pdf

<b>Satisfied -Name:</b>	Cover Letter	<b>Review Status:</b>	Approved	08/27/2007
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**Comments:**

**Attachment:**

WG GMAC CoverLetter.pdf



## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	

<b>5. Company Tracking Number</b>	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>				

Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:		Renewal:	
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>				
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

**Asset Protection Division**

14755 North Outer Forty, Ste 400  
St. Louis, MO 63017  
636-536-5600 / 800-950-6060



August 27, 2007

Re: Lyndon Property Insurance Company  
NAIC: 458/35769  
FEIN: 43-1139865  
Filing number-WG GMAC 2007  
Independent Form Filing  
Vehicle Service Contract Program  
Vehicle Increased Protection Plan (VIP) PLC-710 (8/07)  
Gold Plus/Platinum Wrap Plan PLC-711 (01/07)  
Select New Vehicle/Extended Eligibility PLC-712 (11/06)

Dear Commissioner:

We are submitting the above captioned new forms for your review and approval. This is a new filing and does not replace anything currently filed with your department.

Your earliest review of this filing and notice of acceptability will be very much appreciated. If you have any questions or need additional information, call me at 1-800-950-6060, extension 5690. My fax number is 636-536-9390. Thank you for your time and consideration given to this submission.

Sincerely,

Angela Prater  
Regulatory Analyst I  
Angela.Prater@protective.com